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8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SANTA ANA DIVISION**

12 THE CONSTRUCTION
SPECIFICATIONS INSTITUTE,
13 INCORPORATED, a Maryland
corporation,

14 Plaintiff,

15 vs.

16 ZERODOCS.COM, INC., a Minnesota
corporation,

17 Defendant.
18
19
20

Case No. 8:25-cv-00475_____

COMPLAINT FOR:

- (1) **COPYRIGHT INFRINGEMENT**
(17 U.S.C. § 501 *et seq.*)
- (2) **UNFAIR COMPETITION**
(15 U.S.C. § 1125(a)(1)(A))
- (3) **TRADEMARK INFRINGEMENT**
(15 U.S.C. § 1117)
- (4) **TRADEMARK DILUTION**
(15 U.S.C. § 1125(C))
- (5) **UNFAIR BUSINESS PRACTICES**
(CAL. BUS. & PROF. CODE
§17200)

21 Plaintiff The Construction Specifications Institute, Incorporated (“CSI”)
22 complains against defendant Zerodocs.com, Inc. (“Zerodocs”) as follows:

23 **INTRODUCTION**

24 1. Through years of research, development, and expense, CSI has
25 created, developed, and curated what has now become recognized throughout the
26 architectural, engineering, and construction industry as the gold standard for
27 organizing and communicating specifications and work results for construction
28 projects.

2. This action arises from Zerodocs' deliberate and unlawful efforts to usurp the intellectual property rights and goodwill of CSI for Zerodocs' benefit. Zerodocs has knowingly engaged in the unauthorized use, reproduction, and distribution of CSI's copyrighted works and trademarks, all without permission or license.

3. Specifically, Zerodocs has improperly incorporated CSI's copyrighted works into a construction spec writing software product titled "SimpleSpecs" that Zerodocs offers for sale throughout the United States. Zerodocs has never sought permission from CSI to use CSI's copyrighted works and, further, has refused to pay to CSI any licensing fees for the use of CSI's copyrighted works after Zerodocs' improper conduct was discovered. Unless enjoined, Zerodocs will continue to infringe upon CSI's copyrighted works and will mislead the consuming public that CSI is affiliated with, sponsors or is associated with Zerodocs' products, when such is not the case.

4. As a result of Zerodocs' continuous infringement, CSI previously filed a lawsuit against Zerodocs in the U.S. District Court for the Eastern District of Virginia, providing clear notice of CSI's claims. Rather than respond, Zerodocs intentionally ignored the lawsuit, leading to CSI to seek default judgment. Only after this judgment was entered did Zerodocs take action, filing a motion to set aside the default judgment, which was ultimately granted.

5. Zerodocs' calculated decision to ignore the Virginia litigation and later seek to overturn the default judgment demonstrates a pattern of willful misconduct, aimed at avoiding accountability while continuing to profit from CSI's intellectual property. Zerodocs' continued infringement of CSI's copyrighted works and trademarks necessitates this renewed legal action.

COPYRIGHTS & TRADEMARKS

6. CSI is the owner of the exclusive rights to the MasterFormat construction specifications standard (“MasterFormat Work”), and protects the

1 MasterFormat Work through continuous use, licensing, and the following multiple
2 federal copyright registrations issued by the United States Copyright Office:

- 3 a. Number TX0000740756, obtained on March 14, 1979, for
4 “MasterFormat : master list of section titles and numbers :
5 manual of practice : C S I document MP-2-1” (“CSI
6 Copyrighted Work 1”).
- 7 b. Number TX0001538886, obtained on March 25, 1987, for
8 “MasterFormat : master list of section titles and numbers” (“CSI
9 Copyrighted Work 2”).
- 10 c. Number TX0001538886, obtained on April 8, 1997, for
11 “MasterFormat : master list of numbers and titles for the
12 construction industry” (“CSI Copyrighted Work 3”)

13 7. CSI is also the owner of the exclusive rights to the trademarks CSI
14 (“CSI Mark”) and MASTERFORMAT (“MASTERFORMAT Mark”), and protects
15 the CSI Mark and MASTERFORMAT Mark through continuous use, licensing, and
16 the following federal trademark registrations issued by the United States Patent and
17 Trademark Office (“USPTO”):

- 18 a. CSI (Reg. No. 5045098; Registered: September 20, 2016; Date
19 of First Use: March 1, 1948; covering “association services, namely
20 promoting awareness of building specification standards to architects,
21 engineers, contractors, facility managers, product representatives and
22 other experts in building construction and building materials” in Class
23 35);
- 24 b. CSI (Reg. No. 5045100; Registered: September 20, 2016; Date
25 of First Use: July 1, 1949; covering “printed periodicals in the field of
26 building industry technologies and management” in Class 16);
- 27 c. CSI (Reg. No. 5045105; Registered: September 20, 2016; Date
28 of First Use: January 1, 1977; covering “education services, namely

1 providing training of building industry personnel for certification in
2 the field of construction document technology, contract administration,
3 construction specification and construction products” in Class 41);

4 d. CSI (Reg. No. 5085413; Registered: November 22, 2016; Date
5 of First Use: November 1, 2001; covering “electronic publications,
6 namely a magazine featuring developments in building industry
7 technologies and management recorded on computer media” in Class
8 9);

9 e. CSI BUILDING KNOWLEDGE IMPROVING PRODUCT
10 DELIVERY and Design (Reg. No. 5045195; Registered: September
11 20, 2016; Date of First Use: January 1, 2013; covering “printed
12 periodicals in the field of building industry technologies and
13 management” in Class 16);

14 f. CSI and Design (Reg. No. 5045200; Registered: September 20,
15 2016; Date of First Use: January 1, 2013; covering “printed periodicals
16 in the field of building industry technologies and management” in
17 Class 16);

18 g. CSI and Design (Reg. No. 5045215; Registered: September 20,
19 2016; Date of First Use: May 1, 1986; covering “printed periodicals in
20 the field of building industry technologies and management” in Class
21 16); and

22 h. MASTERFORMAT (Reg. No. 5085423; Registered: November
23 22, 2016; Date of First Use: June 1, 1978; covering “manuals in the
24 field of construction project management” in Class 16).

25 8. Through CSI’s continuous use, promotion, licensing and policing, the
26 MasterFormat Work, each of the CSI Marks and the MASTERFORMAT Mark
27 have gained substantial goodwill and value.
28

PARTIES

9. The Construction Specifications Institute, Incorporated is a nonstock corporation incorporated in the State of Maryland and registered to do business in the Commonwealth of Virginia, with its principal headquarters at 123 N. Pitt St., Suite 450, Alexandria VA 22313.

10. Zerodocs.com, Inc. is a corporation incorporated in the State of Minnesota, with its principal place of business at 120 Avento, Irvine, CA 92602.

JURISDICTION AND VENUE

11. This action arises under the United States Copyright Act, 17 U.S.C. § 101 et. seq. (the “Copyright Act”) and Trademark Act 15 U.S.C. § 1051 et. seq. (the “Lanham Act”). Accordingly, this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338.

12. This Court has personal jurisdiction over Zerodocs as Zerodocs’ principal place of business is Irvine, California, and it markets and promotes construction specification services throughout the country, including in this Judicial District.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

FACTUAL BACKGROUND

Intellectual Property At Issue

14. CSI, founded in 1948, is a national not-for-profit association representing more than 6,000 members dedicated to advancing the communication of construction information. Through the continuous development and refinement of standards and formats, as well as education and certification programs, CSI enhances project delivery processes across the industry. CSI members work diligently to bridge the gap between designers’ visions, material producers’ solutions, and constructors’ techniques, ensuring the creation of high-quality facilities that meet facility owners’ objectives.

15. The MasterFormat Work is a standard developed and maintained by

1 CSI, consisting of a structured list of numbers and titles that categorize work results
2 and construction practices. The MasterFormat Work has become the prevailing
3 industry standard for organizing project manuals, streamlining cost information,
4 and linking drawing notations to specifications. By implementing a hierarchical
5 arrangement, the MasterFormat Work enables professionals to quickly locate
6 relevant information for bidding, understand design intent and quality requirements
7 for installations, and estimate the costs of construction and maintenance – thereby
8 improving efficiency and procession in construction project management.

9 16. CSI initially published the text work titled “MasterFormat : master list
10 of section titles and numbers : manual of practice : C S I document MP-2-1” on
11 June 14, 1978 and subsequently obtained registration of the text work on March 14,
12 1979 with the United States Copyright Office (“Copyright Office”) under
13 registration number TX0000740756.

14 17. CSI Copyrighted Work 1 – 3 were all initially published and
15 subsequently registered as copyrights with the aforementioned registration
16 numbers. CSI holds the copyrights to all CSI Copyrighted Works pursuant to the
17 work-made-for-hire doctrine, as each was authored by a CSI employee within the
18 scope of their employment with CSI or by a CSI volunteer acknowledging CSI’s
19 ownership of the work developed. CSI’s authorship and official registrations further
20 confirm CSI’s exclusive copyrights in these works under 17 U.S.C. §§ 201 and 408,
21 and these rights remain in full force and effect.

22 18. Further, CSI filed applications with the USPTO to register the CSI
23 Marks and the MASTERFORMAT Mark, based on their dates of first-use in
24 interstate commerce for goods and services, as detailed in Paragraph 7.

25 19. The USPTO approved each application and officially registered the
26 CSI Marks and the MASTERFORMAT Mark on the respective dates listed in
27 Paragraph 7 above. CSI has since filed with the USPTO all necessary maintenance
28 documents for each registration in accordance with Sections 8 and 15 of the

1 Lanham Act, 15 U.S.C. §§ 1058 and 1065. As a result, each CSI Mark and the
 2 MASTERFORMAT Mark has achieved incontestable status and remains in full
 3 effect, solidifying CSI's exclusive rights in these trademarks.

4 ***Zerodocs' Blatant Infringement***

5 20. Zerodocs prominently and unlawfully displays the CSI Marks and the
 6 MASTERFORMAT Mark on the Zerodocs website to promote and market
 7 Zerodocs' products. For instance, in describing the functionality of Zerodocs'
 8 SimpleSpecs product, Zerodocs explicitly states that "[u]ploaded products are
 9 tagged using CSI MasterFormat Divisions and optional section or drawing
 10 information," falsely implying an authorized association with CSI.

11 21. Even more egregiously, Zerodocs has directly incorporated CSI's
 12 copyrighted MasterFormat Work into Zerodocs' SimpleSpecs product without
 13 authorized, as evidenced by the following:

- 14 a. The use of divisions from the MasterFormat Work – such as "03
 15 Concrete" and "05 Metals" – within Zerodocs' "Product List" feature;
- 16 b. The unauthorized use of numbers and titles from the
 17 MasterFormat Work– such as "05 50 00 Metal Fabrications" and "05
 18 51 00 Metal Stairs" – in Zerodocs' "Specs" writing software;
- 19 c. The unlawful reproduction of MasterFormat numbers and titles
 20 within Zerodocs' "pre-written specifications templates" product,
 21 including classifications such as "03 05 01 Materials for Concrete" and
 22 "03 11 19 Insulated Concrete Forms," among others.

23 22. Zerodocs has never obtained permission, authorization, or a license
 24 from CSI to use the MasterFormat Work, the CSI Marks, or the
 25 MASTERFORMAT Mark in any capacity.

26 23. Upon information and belief, Zerodocs' unauthorized use of the
 27 MasterFormat Work, along with Zerodocs' deliberate misrepresentation of an
 28 affiliation with CSI through Zerodocs' infringing use of the CSI Marks and the

1 MASTERFORMAT Mark, has been a significant factor in Zerodocs' commercial
 2 success. Zerodocs has unlawfully capitalized on CSI's goodwill and industry
 3 recognition, and the goodwill embodied in the CSI Marks, the MASTERFORMAT
 4 Mark, and the MasterFormat Work to gain credibility, mislead consumers, and
 5 unfairly compete in the marketplace.

6 **FIRST CAUSE OF ACTION**
 7 **COPYRIGHT INFRINGEMENT**
 8 **(17 U.S.C. § 501 *et seq.*)**

9 24. Plaintiff incorporates by reference each and every allegation set forth
 10 in the above Paragraphs, inclusive, as though fully stated herein.

11 25. The MasterFormat Work is an original text and serial work containing
 12 copyrightable subject matter, fully protected under the Copyright Act, 17 U.S.C. §§
 13 101, *et seq.*

14 26. CSI is the exclusive owner of all copyrights in the MasterFormat
 15 Work. CSI holds valid copyright registrations issued by the Copyright Office for
 16 the MasterFormat Work.

17 27. By making the MasterFormat Work available for use in connection
 18 with Zerodocs products and services, Zerodocs has engaged in the unauthorized
 19 reproduction, distribution, and public display of the MasterFormat Work – all
 20 without CSI's permission or consent.

21 28. Upon information and belief, Zerodocs' infringing conduct has been,
 22 and continues to be willful, intentional, and executed with full knowledge of CSI's
 23 ownership rights in the MasterFormat Work. Zerodocs has consciously disregarded
 24 CSI's rights, demonstrating a pattern of deliberate infringement.

25 29. As a direct and proximate result of Zerodocs' ongoing, knowing, and
 26 willful infringement of the MasterFormat Work, CSI is entitled to statutory
 27 damages under 17 U.S.C. § 504(c), in an amount up to \$150,000 with respect to
 28 Zerodocs' infringing use of the MasterFormat Work, or such other amount as may

1 be appropriate under 17 U.S.C. § 504(c). Alternatively, at CSI's election, pursuant
 2 to 17 U.S.C. § 504(b), CSI is entitled to recover CSI's actual damages, including
 3 Zerodocs' profits derived from the infringement, as will be proven at trial.

4 30. In all events, Zerodocs' actions are actively causing harm to CSI, and
 5 unless enjoined, such unlawful conduct will continue to damage and cause
 6 immediate, irreparable harm to CSI and CSI's rights and business interests for
 7 which CSI has no adequate remedy at law. CSI is thus entitled to a temporary
 8 restraining order, preliminary injunction, and permanent injunction.

9 31. CSI further seeks an order requiring Zerodocs to pay for the attorneys'
 10 fees and costs that CSI has incurred in prosecution of this action to protect CSI's
 11 intellectual property rights, as permitted under the Copyright Act.

12 **SECOND CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(15 U.S.C. § 1125(a)(1)(A))**

15 32. Plaintiff incorporates by reference each and every allegation set forth
 16 in the above Paragraphs, inclusive, as though fully stated herein.

17 33. CSI has continuously used the CSI Marks and the MASTERFORMAT
 18 Mark since 1948 and 1978, respectively, to market and promote certain goods and
 19 services in the construction specifications industry. Accordingly, CSI has
 20 significant rights to the CSI Marks and MASTERFORMAT Mark (collectively, the
 21 "Marks").

22 34. As a result of CSI's extensive and longstanding use of the Marks,
 23 along with CSI's substantial investments in their promotion and protection, the
 24 Marks have become well-known, widely recognized, and valuable assets of CSI.
 25 These Marks are critical to CSI's brand identity and to the trust that CSI has built
 26 within the construction industry.

27 35. Zerodocs' knowing, willful, and unauthorized use of the Marks is
 28 likely to cause confusion, mistake, and deception regarding the source origin of

1 Zerodocs' construction and specification products and services. Namely, members
 2 of the public are likely to mistakenly believe that Zerodocs' products and services
 3 are affiliated with, sponsored, approved, or endorsed by CSI when in fact they are
 4 not.

5 36. Zerodocs' actions constitute a violation of Section 43(a)(1)(A) of the
 6 Lanham Act, 15 U.S.C. §1125(a)(1)(A), as they create a false designation of origin
 7 and a likelihood of consumer confusion.

8 37. As a result of Zerodocs' wrongful conduct, CSI has suffered and
 9 continues to suffer significant damage, including harm to CSI's brand reputation,
 10 goodwill, and market position. CSI will likely continue to incur such damages
 11 unless this Court enjoins Zerodocs from further unauthorized use of the Marks.

12 38. In addition, CSI is entitled to recover CSI's attorneys' fees and costs
 13 incurred in this action.

14 **THIRD CAUSE OF ACTION**
 15 **TRADEMARK INFRINGEMENT**
 16 **(15 U.S.C. § 1117)**

17 39. Plaintiff incorporates by reference each and every allegation set forth
 18 in the above Paragraphs, inclusive, as though fully stated herein.

19 40. Since the dates listed in Paragraph 7 *infra*, the CSI Marks have been
 20 registered on the USPTO's Principal Register. The CSI Mark registrations are
 21 incontestable under 15 U.S.C. § 1065.

22 41. Since the dates listed in Paragraph 7 *infra*, the MASTERFORMAT
 23 Mark has been registered on the USPTO's Principal Register. The
 24 MASTERFORMAT Mark registration is incontestable under 15 U.S.C. § 1065.

25 42. CSI has continuously used the CSI Marks to market and promote
 26 certain goods and services since as early as 1948. Similarly, CSI has consistently
 27 marketed and promoted the MASTERFORMAT Mark in connection with certain
 28 goods since as early as 1978. Accordingly, CSI has long-established and significant

1 rights in the Marks.

2 43. Due to CSI's widespread and longstanding use, along with CSI's
3 substantial investment in the promotion and protection of the Marks, the CSI Marks
4 and MASTERFORMAT Mark have become well-known and highly valuable assets
5 of CSI.

6 44. Zerodocs' knowing, willful, and unauthorized use of the Marks is
7 likely to cause confusion, mistake, and deception regarding the source origin of
8 Zerodocs' construction and specification products and services. Namely, members
9 of the public are likely to mistakenly believe that Zerodocs' products and services
10 are affiliated with, sponsored, approved, or endorsed by CSI when in fact they are
11 not.

12 45. Zerodocs' actions constitute a violation of 15 U.S.C. § 1117, as
13 Zerodocs' unauthorized use of the Marks infringes upon CSI's trademark rights
14 under the Lanham Act.

15 46. As a result of Zerodocs' wrongful conduct, CSI has suffered and
16 continues to suffer significant damage, including harm to CSI's brand reputation,
17 goodwill, and market position. CSI will likely continue to incur such damages
18 unless this Court enjoins Zerodocs from further unauthorized use of the Marks.

19 47. In addition, CSI is entitled to recover CSI's attorneys' fees and costs
20 incurred in this action.

21 **FOURTH CAUSE OF ACTION**

22 **Trademark Dilution**

23 **(15 U.S.C. § 1125(c))**

24 48. Plaintiff incorporates by reference each and every allegation set forth
25 in the above Paragraphs, inclusive, as though fully stated herein.

26 49. Since the dates listed in Paragraph 7 *infra*, the CSI Marks have been
27 registered on the USPTO's Principal Register. The registrations for the CSI Marks
28 are incontestable under 15 U.S.C. § 1065.

1 50. Since the dates listed in Paragraph 7 *infra*, the MASTERFORMAT
2 Mark has been registered on the USPTO's Principal Register. The
3 MASTERFORMAT Mark registration is incontestable under 15 U.S.C. § 1065.

4 51. CSI has continuously used the CSI Marks to market and promote
5 certain goods and services since as early as 1948. Similarly, CSI has consistently
6 marketed and promoted the MASTERFORMAT Mark in connection with certain
7 goods since as early as 1978. These CSI promotions have involved substantial
8 investment of time and money, resulting in widespread consumer knowledge of the
9 Marks. Accordingly, the Marks are famous pursuant to 15 U.S.C. § 1125(c) as they
10 are distinctive and well-known when used in association with the goods or services
11 identified in the registrations, including to promote construction specification
12 products and services.

13 52. Zerodocs' knowing, willful, and unlicensed use of the Marks is likely
14 to cause blurring or dilution of the Marks.

15 53. As a result of Zerodocs' wrongful conduct, CSI has suffered and
16 continues to suffer significant damage, including harm to CSI's brand reputation,
17 goodwill, and market position. CSI will likely continue to incur such damages
18 unless this Court enjoins Zerodocs from further unauthorized use of the Marks.

19 54. In addition, CSI is entitled to recover CSI's attorneys' fees and costs
20 incurred in this action.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.***

23 55. Plaintiff incorporates by reference each and every allegation set forth
24 in the above Paragraphs, inclusive, as though fully stated herein.

25 56. Zerodocs provides, markets, and promotes construction specification
26 services within the jurisdiction of the State of California. As such, Zerodocs is
27 obligated to comply with the provisions of California statutes prohibiting unfair and
28 deceptive business practices under the California Business & Professions Code §§

1 17200 *et seq.*

2 57. Zerodocs prominently and unlawfully displays the Marks on the
3 Zerodocs website to promote Zerodocs services. Zerodocs' egregious conducts
4 include incorporating CSI's copyrighted MasterFormat Work into Zerodocs'
5 Simple Specs product, as illustrated in Paragraph 20.

6 58. Zerodocs' blatant infringement of CSI's copyright and trademarks
7 violates the Copyright Act and the Lanham Act, further constituting unlawful
8 business practices under the Business & Professions Code 17200 *et seq.*

9 59. As a result of Zerodocs' wrongful conduct, Plaintiff suffered damages
10 and seeks an order to enjoin Zerodocs from further unlawful business practices in
11 the State of California.

12 **PRAYER FOR RELIEF**

13 Wherefore, Plaintiff respectfully pray for the following relief:

14 ***For the First Claim for Relief:***

15 1. The Court enter an injunction ordering that Zerodocs, as well as
16 Zerodocs' agents, officers, employees, and all other persons in privity or acting in
17 concert with Zerodocs, be enjoined from using unauthorized copies of the
18 MasterFormat Work;

19 2. The Court enter an order against Zerodocs awarding CSI damages for
20 Zerodocs improper actions identified above in an amount to be determined by the
21 Court, but in no event, less than \$150,000;

22 3. The Court enter an order against Zerodocs awarding CSI an amount
23 equal to the amounts the CSI incurred in prosecuting CSI's claims in this matter,
24 including amounts for reasonable attorneys' fees and costs; and

25 4. The Court enter an order awarding such other relief as it may deem
26 appropriate.

27 ***For the Second Claim for Relief:***

28 5. The Court enter an injunction ordering that Zerodocs, as well as

1 Zerodocs' agents, officers, employees, and all other persons in privity or acting in
 2 concert with Zerodocs, be enjoined from using the Marks, or any other marks
 3 confusingly similar to the Marks, to advertise or promote the provision of
 4 construction specification related products and services;

5 6. The Court enter an order against Zerodocs awarding CSI damages for
 6 Zerodocs improper actions identified above in an amount to be determined by the
 7 Court, but in no event, less than \$10,000;

8 7. The Court enter an order against Zerodocs awarding CSI an amount
 9 equal to the amounts that CSI incurred in prosecuting CSI's claims in this matter,
 10 including amounts for reasonable attorneys' fees and costs; and

11 8. The Court enter an order awarding such other relief as it may deem
 12 appropriate.

13 ***For the Third Claim for Relief:***

14 9. The Court enter an injunction ordering that Zerodocs, as well as
 15 Zerodocs' agents, officers, employees, and all other persons in privity or acting in
 16 concert with Zerodocs, be enjoined from using the Marks, or any other marks
 17 confusingly similar to the Marks, to advertise or promote the provision of
 18 construction specification related products and services;

19 10. The Court enter an order against Zerodocs awarding CSI damages for
 20 Zerodocs' improper actions identified above in an amount to be determined by the
 21 Court, but in no event, less than \$150,000;

22 11. The Court enter an order against Zerodocs awarding CSI an amount
 23 equal to the amounts that CSI incurred in prosecuting CSI's claims in this matter,
 24 including amounts for reasonable attorneys' fees and costs; and

25 12. The Court enter an order awarding such other relief as it may deem
 26 appropriate.

27 ***For the Fourth Claim for Relief:***

28 13. The Court enter an injunction ordering that Zerodocs, as well as

1 Zerodocs' agents, officers, employees, and all other persons in privity or acting in
 2 concert with Zerodocs, be enjoined from using the Marks, or any other marks
 3 confusingly similar to the Marks, to advertise or promote the provision of
 4 construction specifications related products or services;

5 14. The Court enter an order against Zerodocs awarding CSI an amount
 6 equal to the amounts that CSI incurred in prosecuting CSI's claims in this matter,
 7 including amounts for reasonable attorneys' fees and costs; and

8 15. The Court enter an order awarding such other relief as it may deem
 9 appropriate.

10 ***For the Fifth Claim for Relief:***

11 16. The Court enter an injunction ordering that Zerodocs, as well as
 12 Zerodocs' agents, officers, employees, and all other persons in privity or acting in
 13 concert with Zerodocs, be enjoined from using the Marks, or any other marks
 14 confusingly similar to the Marks, to advertise or promote the provision of
 15 construction specification related products and services;

16 17. The Court enter an order of restitution of any monies that Zerodocs
 17 received that should have gone to CSI, as provided under California Business and
 18 Professions Code Sections 17200, et seq.; and

19 18. The Court enter an order awarding such other relief as it may deem
 20 appropriate.

21 DATED: March 11, 2025

BUCHALTER
 A Professional Corporation

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 24 By: 

GABRIEL G. GREEN
 ELAINE Y. CHENG

Attorneys for Plaintiff
 The Construction Specifications
 Institute, Incorporated

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 27 BN 87222709
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